

Account Terms & Conditions

These ReachLocal Account Terms and Conditions, in conjunction with the Agency Program Terms & Conditions, Affiliate Program Terms & Conditions, and Advertising Terms & Conditions, as applicable (collectively, this "Agreement"), shall constitute the agreement between ReachLocal, Inc. ("Company") and the business entity ("Business" or "you") that has established an account with Company's advertising platform ("Platform"). All individual accounts ("User Accounts" or "Account Users") created by the Business or any person permitted access to the Business' account shall automatically be bound by this Agreement.

1. **Acceptance of Terms.** Company provides services to you subject to this Agreement. Company may modify this Agreement from time to time as provided in Section 21 below. Your continued use of the Service (as defined below) or Company's web sites following any such modifications signifies your acceptance of those modifications. You are responsible for monitoring the Company's web sites periodically for notices regarding any such modifications. Modifications will apply only to activities undertaken after the effective date thereof.
2. **Description of Service.** Company provides users with the ability to set up online advertising campaigns, pay for those campaigns, and access reports detailing the activity for those campaigns (the "Service") through the Company's Platform. Unless explicitly otherwise agreed by the parties hereto, any new features that augment or enhance the Service, including the release of new Company properties, shall be subject to this Agreement. You further understand and agree that the Service is provided "AS-IS" and that Company assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment and software necessary to access the Service.
3. **Account Registration Obligations.** You represent and warrant that you are of legal age to form a binding contract and are not a person barred from receiving services such as the Services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if Company has reasonable grounds to suspect that any Registration Data is untrue, inaccurate, not current or incomplete, Company may, in the exercise of its sole discretion, suspend or terminate your account and refuse to permit you to make any and all current or future use of the Service (or any portion thereof).
4. **Payment Terms.** Amounts due and owing by Business that are not paid when due shall bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) until paid in full. In the event of any failure by Business to make payment, Business will be responsible for all reasonable expenses (including attorneys' fees) incurred

by Company in collecting such amounts. All payments due hereunder are in U.S. dollars and are exclusive of any sales, use or similar applicable taxes. Business shall promptly pay all such taxes and any associated interest and penalties.

5. **Privacy Policy.** Company will not intentionally disclose any of your personally identifying information (i.e., your name, telephone number, address, email address, social security number, or similar information that may be used to specifically identify you) to third parties without your consent except where the Company, in good faith, believes such disclosure is necessary to comply with the law or to enforce this Agreement. Company reserves the right to distribute demographic and other information that does not specifically identify you to any person under any terms, subject to any other obligations of confidentiality in this Agreement. Company may utilize e-mails to notify you when you have successfully set up an account, when you have requested a temporary password be e-mailed to you, when payments have been processed, when campaigns have been activated, when campaigns are about to expire, when campaigns have expired, and, from time to time, Company may send e-mails mentioning important news regarding the Service or your account. New Registrants are automatically opted-in to receive all e-mails, and, except as specifically provided below, opting-out is not permitted during the term of this Agreement. In addition, Company may make available the ability for users to receive Daily Leads E-Mails for each of their advertising campaigns. You have the choice to opt-in or opt-out of receiving the Daily Leads E-mail at the time you are setting up your advertising campaign. Company may need to contact an Account User by telephone in the event e-mail is not an available source of communication or where the nature of the communication requires it.
6. **Account Passwords and Security.** You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Company cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 6.
7. **Account User Conduct.** From time to time, Company may provide, as part of its Service, forums, discussion groups or other areas where account users may contribute content. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Company, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Company does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Company be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b) harm minors in any way;
- c) impersonate any person or entity, including, but not limited to, a Company official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d) forge headers or otherwise manipulate Identifiers in order to disguise the origin of any Content transmitted through the Service;
- e) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available (such as private information and proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam" "chain letters," "pyramid schemes," or any other form of solicitation, except authorized solicitations in those areas (such as shopping rooms) that are designated for such purpose;
- h) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any data or any computer software or hardware or telecommunications equipment;
- i) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- l) "stalk" or otherwise harass another; or
- m) collect or store personal data about other users.

You acknowledge that Company may or may not pre-screen Content, but that Company and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen,

refuse, or move any Content that is available via the Service. Without limiting the foregoing, Company and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Company or submitted to Company, including without limitation Information in Company Message Boards, and in all other parts of the Service.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by Company and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

You grant Company a nonexclusive, worldwide, irrevocable license to create derivative works based on your Content and to use, duplicate, distribute, and otherwise exploit by any means, whether now known or hereafter developed or discovered, any such Content or derivative works based thereon to the extent contemplated hereunder.

8. Indemnity. You agree to indemnify and hold Company, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another.
9. No Resale of Service. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.
10. Modifications to Service. Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof). You agree that Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service, except as expressly provided to the contrary in this Agreement.
11. Termination. Except as otherwise expressly provided herein, Company may immediately terminate your account and access to the Service, with or without cause of any type or nature, upon notice to you. Termination of your Company account includes (a) removal of access to all offerings within the Service, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the Service. Except as expressly provided in this Agreement,

Company shall not be liable to you or any third-party for any termination of your account or access to the Service. All provisions of this Agreement that by their sense or nature should survive termination of this Agreement (including, without limitation, all limits of liability, indemnity obligations, and confidentiality obligations and any provisions that state that they survive) shall so survive.

12. **Deals with Advertisers.** Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. Company does not sponsor or endorse any advertiser or advertised product or service. Accordingly, you agree that Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.
13. **Links.** The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Company has no control over such sites and resources, you acknowledge and agree that Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.
14. **Company's Proprietary Rights.** You acknowledge and agree that the Service and any Company software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly provided herein to the contrary, you are not authorized, and you agree not, to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service, Content or the Software, in whole or in part.
15. **Company grants you a personal, non-transferable and nonexclusive right and license to use** the object code of any Software provided to you by Company in connection with the Service on a single computer; provided that you are not authorized, and you agree not (and do not allow any third party) to copy, modify, create a derivative work of, distribute, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in such Software. You agree not to access the Service by any means other than through the interface that is provided by Company for use in accessing the Service.
16. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
 - a. **YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY**

EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- b. COMPANY MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
 - c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.
 - e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, CONVULSIONS OR OTHER SYMPTOMS POSSIBLY INDICATING A POTENTIAL PROBLEM.
17. LIMITATION OF LIABILITY. BUSINESS EXPRESSLY UNDERSTANDS AND AGREES THAT COMPANY SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), REGARDLESS OF THE CAUSE OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY SHALL HAVE NO LIABILITY FOR DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED

ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE OR THIS AGREEMENT. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID TO COMPANY HEREUNDER; PROVIDED THAT LIABILITY ARISING UNDER ANY OTHER TERMS AND CONDITIONS MADE A PART OF THIS AGREEMENT MAY BE FURTHER LIMITED AS PROVIDED IN SUCH TERMS AND CONDITIONS.

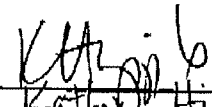
18. No Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.
19. Notice. Company may provide you with notices, including those regarding changes to this Agreement, by email, regular mail, or postings on the Messages portion of the Company's web site accessible upon your login thereto.
20. Trademark Information. The Company trademarks and service marks and other Company logos and product and service names are trademarks of Company (the "Company Marks"). Without Company's prior written permission, you are not authorized, and you agree not, to display or use in any manner, the Company Marks.
21. Entire Agreement. This Agreement constitutes the entire agreement between you and Company relating to the Service, superceding any prior agreements between you and Company. This Agreement may be amended only (i) as expressly provided herein or (ii) by a writing signed by each of the parties hereto.
22. Choice of Law and Forum. This Agreement and the relationship between you and Company shall be governed by the laws of the State of California applicable to contracts entered into and performed in California by residents thereof. Any claim by either party hereto against the other party hereto arising out of or in connection with this Agreement or the Service shall be brought in a court of competent jurisdiction located in the county of Los Angeles, state of California; provided that administrative and other non-judicial actions may be brought in any location.
23. Waiver and Severability of Terms. The failure of Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision to the extent possible under applicable law, and the other provisions of this Agreement remain in full force and effect.
24. Transferability. Business shall not assign, delegate or otherwise transfer any of its rights, obligations or duties of performance hereunder, and any purported assignment, delegation or other transfer in violation of this Section 24 shall be null and void. Company may assign, delegate or otherwise transfer any of its rights, obligations or duties of performance hereunder upon notice to Business in connection with any assignment, license or other transfer of any Company assets relating to the Service or any rights therein.
25. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever

barred; provided that this Section 25 shall not in any way limit the time in which claims for infringement or misappropriation of Intellectual property rights may be brought.

26. The section titles in this Agreement are for convenience only and have no legal or contractual effect.
27. Violations. Please report any violations of this Agreement to support@reachlocal.com.
28. Promotional Credits. From time to time, Company may offer Account Users promotional credits towards advertising through the Platform. Company may initiate and terminate the issuance of promotional credits at any time. In no case shall the Account User's ability to apply promotional credits extend beyond one (1) year from the time the promotional credit is issued to the Account User, and Company reserves the right to change the period during which promotional credits can be applied at any time upon notice. Promotional credits cannot be redeemed for cash and are non-transferable, not even to other Account Users from the same Business. If a promotional credit is applied to the cost of one or more of Company's Services, it cannot be used again or credited back to the Account User. In other words, once a promotional credit is redeemed, it is forfeited at that time.
29. Destination Pages. Company may provide Business with a web site ("Destination Page") as part of its Services. While Company will take reasonable measures to ensure that the Destination Page is generally accessible through the Internet, the Company does not warrant that Destination Page can be accessed (i) through all Internet browsers; (ii) through any device that can access the Internet. Nor does the Company warrant that the Destination Page can be accessible 24 hours a day and 7 days a week, whether or not the Company is hosting the Destination Page on its own servers or contracting with another business entity to provide the hosting services for those Destination Pages. Company shall have no liability in connection with any failure of availability or usability of any Destination Page or other Internet site.
30. Business acknowledges and agrees that the provisions of this Agreement that limit liability, disclaim warranties, or exclude consequential damages or other damages or remedies are essential terms of this Agreement that are fundamental to the parties' understanding regarding allocation of risk. Accordingly, such provisions shall be severable and independent of any other provisions of this Agreement and shall be enforced regardless of any breach hereof or other occurrence or condition relating in any way to this Agreement or the Services. Without limiting the generality of the foregoing, **Business agrees that all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies shall remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause any exclusive remedy under this Agreement to fail of its essential purpose.**
31. Independent Contractor Relationship. Business's relationship with Company is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Business will not be entitled to any of the benefits which Company may make available to its employees, including, but not limited to, group health or life insurance, profit sharing or retirement benefits. Business is not authorized to make any representation, contract or commitment on behalf of Company unless specifically requested or authorized in writing to do so by a

Company manager. Business is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Business is solely responsible for any expenses incurred in the course of performing services under this Agreement. If requested by Company, Business may be required to provide the necessary city, state, and federal tax information as required by the Internal Revenue Service, including, but not limited to, the Business' social security number or employer tax ID number. Business further agrees that it is the Business' sole responsibility to provide such information to Company in a timely fashion and that a failure to do so may result in the delay or forfeiture of any payments due Business from Company under the terms of this Agreement.

Robert C. Wright
VP of Business Development
ReachLocal, Inc.


Kathy Hippel
CEO
Ambassador Publications, LLC
6/25/05